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Attorney for Defendant
KAILUA REALTY LTD. dba CENTURY 21
KAILUA BEACH REALTY

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF HAWAII

VINCENT KHOURY TYLOR,	)	CIVIL NO. CV13 00279 SOM/BMK
)	
Plaintiff,	)	DEFENDANT KAILUA REALTY
	)	LTD. dba CENTURY 21 KAILUA
vs.	)	BEACH REALTY'S ANSWER TO
	)	COMPLAINT FOR COPYRIGHT
MARILOU LORICA; KAILUA	)	INFRINGEMENT AND DIGITAL
REALTY LTD., a Hawaii Corporation	)	MILLENNIUM COPYRIGHT ACT
dba CENTURY 21 KAILUA BEACH	)	VIOLATIONS FILED ON MAY 31,
REALTY; PRUDENTIAL	)	2013; CROSS-CLAIM FOR
LOCATIONS LLC, a Hawaii Domestic	)	DECLARATORY RELIEF AS TO
Limited Liability Company; JOHN	)	MARILOU LORICA; DEMAND FOR
DOES 1-10; JANE DOES 1-10; DOE	)	JURY TRIAL; CERTIFICATE OF
CORPORATIONS 1-10; DOE	)	SERVICE
PARTNERSHIPS 1-10; and DOE)	
ASSOCIATIONS 1-10,)	
)	
Defendants.)	
)	

DEFENDANT KAILUA REALTY LTD. dba CENTURY 21
KAILUA BEACH REALTY'S ANSWER TO COMPLAINT FOR
COPYRIGHT INFRINGEMENT AND DIGITAL MILLENNIUM
COPYRIGHT ACT VIOLATIONS FILED ON MAY 31, 2013

Comes now Defendant Kailua Realty Ltd. dba Century 21 Kailua Beach Realty (hereafter "Defendant Century 21"), and for its Answer to the Complaint for Copyright Infringement and Digital Millennium Copyright Act Violations (hereafter "Complaint") filed by Plaintiff Vincent Khoury Tylor (hereafter "Plaintiff") on May 31, 2013, alleges and avers as follows:

FIRST DEFENSE

1. The Complaint of Plaintiff fails to state claims for relief against Defendant Century 21 upon which relief may be granted.

SECOND DEFENSE

PARTIES

2. Defendant Century 21 is without knowledge or information sufficient to respond to the allegations contained in Paragraphs 1, 4 and 5 of the Complaint, and therefore, denies such allegations and leaves Plaintiff to his proof.

3. Responding to the allegations of paragraph 2 of the Complaint, Defendant Century 21 admits that Defendant Marilou Lorica was a resident of the State of Hawaii; and for a period of time was an independent contractor with Defendant Century 21 where she conducted business as a real estate agent, but had

no other affiliation or connection with Defendant Century 21 and was never an employee, officer or director of Defendant Century 21; and, the remainder of the allegations of paragraph 2 of the Complaint are denied.

4. Defendant Century 21 admits the allegations contained in Paragraph 3 of the Complaint.

JURISDICTION AND VENUE

5. Defendant Century 21 is without knowledge or information sufficient to respond to the allegations contained in Paragraphs 6, 7 and 8 of the Complaint, and therefore, denies such allegations and leaves Plaintiff to his proof.

FACTUAL ALLEGATIONS

6. Responding to the allegations of paragraph 9 of the Complaint, Defendant Century 21 admits that Defendant Marilou Lorica for a period of time was an independent contractor with Defendant Century 21 and that her affiliation with Defendant Century 21 was never as an employee, officer or director and that her affiliation was solely as an independent contractor realtor; and, that Defendant Century 21 had no involvement, connection or role with any website referenced in paragraph 9 of the Complaint; and, the remainder of the allegations of paragraph 9 of the Complaint are denied as to Defendant Century 21.

7. Defendant Century 21 is without knowledge or information sufficient to respond to the allegations contained in Paragraphs 10, 11, 13, 14, 15,

18 and 20 of the Complaint, and therefore, denies such allegations and leaves Plaintiff to his proof.

8. Defendant Century 21 denies the allegations contained in Paragraphs 12, 16, 17, 19, 21 and 22 of the Complaint.

**FIRST CAUSE OF ACTION:
COPYRIGHT INFRINGEMENT**

9. Defendant Century 21 above-named repeats and realleges its answers to the allegations as set forth in Paragraphs 1 through 22 of the Complaint as its answer to Paragraph 23.

10. Defendant Century 21 is without knowledge or information sufficient to respond to the allegations contained in Paragraph 24 of the Complaint, and therefore, denies such allegations and leaves Plaintiff to his proof.

11. Defendant Century 21 denies the allegations contained in Paragraphs 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35 and 36 of the Complaint.

**SECOND CAUSE OF ACTION:
DIGITAL MILLENNIUM COPYRIGHT ACT VIOLATIONS**

12. Defendant Century 21 above-named repeats and realleges its answers to the allegations as set forth in Paragraphs 1 through 36 of the Complaint as its answer to Paragraph 37.

13. Defendant Century 21 denies the allegations contained in Paragraphs 38, 39, 40, 41, 42 and 43 of the Complaint.

THIRD DEFENSE

14. Plaintiff assumed risks precluding his recovery as to Defendant Century 21.

FOURTH DEFENSE

15. Defendant Century 21 was not the legal cause of any harm alleged or sustained by Plaintiff.

FIFTH DEFENSE

16. Plaintiff sustained no damages.

SIXTH DEFENSE

17. Plaintiff failed to mitigate his damages.

SEVENTH DEFENSE

18. There is no actionable infringement of copyright by Defendant Century 21.

EIGHTH DEFENSE

19. The items allegedly infringed upon are not copyrightable.

NINTH DEFENSE

20. Damages, if any, are de minimus.

TENTH DEFENSE

21. Plaintiff is not entitled to statutory damages from Defendant Century 21.

Wherefore, Defendant Century 21 prays the Complaint against it be dismissed, with prejudice, and that Defendant Century 21 be awarded its fees, costs and such other and further relief as this Court deems appropriate under the circumstances.

DATED: Honolulu, Hawaii, September 25, 2013.

/s/Roy F. Hughes

ROY F. HUGHES

Attorney for Defendant

KAILUA REALTY LTD. dba CENTURY
21 KAILUA BEACH REALTY